**TERMS OF ENGAGEMENT**

**BETWEEN**

1. Optiirial FM Limited registered in Scotland under registration number SC400776 whose registered office, and whose principal place of business is Unit C, Block A, 120 Carnegie Road, Millington Park, Glasgow, G52 4JZ ("the Company”, "we” or “us") and
2. Employee’s name ("you" or "your”)

**IT IS AGREED AS FOLLOWS:**

**STATUS OF THIS AGREEMENT**

* 1. We may have a requirement from time to time to engage casual workers. You have confirmed that you may be available to perform such work. This contract governs your engagement from time to time by the Company as a casual worker.
  2. This is not an employment contract and does not confer on you any employment rights (with the exception of those to which workers are entitled). In particular, it does not create any obligation on your part to perform work for us, if and when offered, or on the Company to provide you with work. It is entirely at our discretion as to whether we offer you work dr not and We are under ho obligation to give you any reason for pur decision. By entering into this contract you confirm that you understand and intend that there will at no time be any mutuality of obligation between the parties.

**CONTINUITY**

* 1. Each offer of work by the Company which you accept shall be treated as a separate and severable arrangement (an “appointment”). The terms of this contract shall apply to each appointment but there shall be no relationship between the parties after one appointment ends and before another subsequent appointment commences.
  2. An offer of work by us (whether once, or on several separate occasions), shall not confer upon you any legal rights nor any entitlement to regular work and shall not confer upon you continuity of employment.

**OFFERS OF WORK**

* 1. If we want to offer you any work we shall contact you by telephone and inform you about the

proposed appointment. While you are under no obligation to accept work offered by us, once you have accepted an appointment, you must notify the Company forthwith if, for any reason you will not be able to complete such appointment.

* 1. The Company is entitled to terminate an appointment at any time for operational reasons. We shall pay you for all work performed during the appointment up to and including the date of termination.
  2. We have provided you with an information form at the back of this contract to help us to arrange work for you. You are required to complete the form and return it to head office at 120 Carnegie Road, Millington Park, Glasgow, G52 4JZ at least one week before the engagement is due to commence. You must inform the Company forthwith of any changes to the details provided by you on the form.

**APPOINTMENTS**

* 1. We may offer you work from time to time as a cleaning operative. Your duties, if you accept the offer, will be to carry out cleaning operations and generally follow the instructions of your supervisor/ manager. YOu shall report to the Supervisor or Line Manager as notified to you. We may vary the type of work offered to you from time to time and we may require you to carry out other duties as necessary to meet our operational needs. You will be informed of the requirements at the start of each appointment,
  2. Before offering you an appointment the Company will require certain documents from you in order to satisfy itself that you are legally entitled to work in the UK.
  3. You confirm that you are legally entitled to work in the UK without any additional approvals and you agree to notify us forthwith if you cease to be so entitled at any time.

**PLACE OF WORK**

5.1. The Company may offer you work at various locations throughout the UK. You will be informed of the relevant place of work ("Site”) for each appointment. You may be responsible for arranging your own transport to your place of work from time to time.

**HOURS OF WORK**

* 1. Your hours of work shall be agreed in relation to each appointment.
  2. For the avoidance of doubt, travel to and from the Site shall not be considered as working time when agreeing or calculating your hours of work.
  3. You will be entitled to paid breaks of up to 30 minutes, for every 6 hours that you work in any one day.
  4. You will be entitled to unpaid breaks of up to 30 minutes for every 6 hours worked, over your first 6 hours worked in any one day.
  5. During any appointment you shall not be entitled to take any breaks other than those breaks to which you are entitled as set out in clause 6.3 and 6.4 above or as agreed in relation to the relevant appointment. In particular, you shall not be entitled to any smoking breaks other than during such authorised breaks. Your supervisor shall monitor all breaks taken during working hours and if it is recorded that you have taken more than your entitlement, the Company shall be entitled to deduct from your salary the appropriate amount taking into account time spent by you on unauthorised breaks.

**WORKING TIME OPT-OUT**

7.1, Please complete the attached form to confirm whether you wish to opt out of the 48-hour limit on a week's work. If you do not opt out, the Company must ensure that it does not offer you work which would result in you Working for more than 48 hours in any week. You must keep the Company informed of the hours that you work for third parties so that it can comply with this obligation.

**REMUNERATION**

* 1. You will be paid at the rate of 8¾¾¾ per hour (gross) for the hours you actually work, Which is payable monthly in arrears on or about the last working day of each month direct to your bank or building society account for the hours worked between the 16th of the previous month, and the 15th of the current month.
  2. The Company will make all necessary deductions from your salary as may be required by law and we shall be entitled to deduct from your pay or other payments due to you any money which you may owe to the Company at any time.

**HOLIDAY**

* 1. A full time holiday entitlement is 28 days' annual paid holiday (pro rata) for each full leave year.

Your holiday entitlement will be calculated pro-rata depending on the length of your appointment and the number of days that you actually work.

* 1. The Company's holiday year is 1st January to the 31st December. You shall have no entitlement to carry untaken holiday over from one holiday year to the following holiday year.
  2. The Company will pay you in lieu of any accrued but untaken holiday for the holiday year in which

the appointment ends. The amount of the payment in lieu will be calculated on a pro rata basis and each day of paid holiday equals up to a maximum of 7,5 times your hourly rate at the time of termination.

* 1. If you have taken more holiday than your accrued entitlement at the date that your appointment ends, the Company shall be entitled to deduct from any payment due to you one day's pay (on the basis that a day’s pay equals a maximum of 7.5 times your current hourly rate or pro rata hours) for each excess day.

**SICKNESS ABSENCE**

* 1. If, after accepting an appointment, you are unable to work because of sickness, you must let the Company know as soon as possible but if at all practicable, at least 4 hours prior to the commencement of your shift on each day of absence that you will be unable to attend.
  2. If you meet the qualifying conditions as laid down by law, you will be entitled to receive statutory sick pay at the then current rate in respect of any period of sickness or injury during an appointment, but you shall not be entitled to any other payments from the Company during such period.

**COMPANY POLICIES AND PROCEDURES**

11.1. During each appointment you are required at all times to comply with the relevant Company rules, policies and procedures in forpe from time to time including but not limited to those contained in the staff handbook, a copy of which has been made available to you.

**CONFIDENTIAL INFORMATION**

* 1. You shall not use or disclose to any person, either during or at any time after your engagement

by the Company, any confidential information about the business or affairs of the Company or any of its business contacts, or about any other matters of which you may become aware while carrying out appointments for us. Confidential information shall, for the purposes of this clause, mean any information or matter which is not in the public domain and which relates to the affairs of the Company or any Of its business contacts.

* 1. The restriction in this clause does not apply to:
* prevent you from making a protected disclosure within the meaning Of the Employment Rights Act 1996; or
* use or disclosure that has been authorised by the Company or is required by law Or in the course of your duties.

**DATA PROTECTION**

13.1. You consent to us holding and processing the data that we collect about you, during your working

relationship with us, for the purposes of the administration or management of our staff and business and in order to enable us to comply with applicable laws, procedures and regulations. You also consent to the transfer of such information to the business contacts of the Company outside the European Economic Area in order to further its business interests even where the country or territory in question does not maintain adequate data protection standards.

**COMPANY PROPERTY**

* 1. All documents, manuals, materials, consumables, hardware and software provided for your use by the Company, and any data or documents (including copies) produced, held or stored on the Company's systems (including mobile phones), remain the property of the Company.
  2. Any Company property in your possession and any original or copy documents obtained by you during your work for the Company shall be returned to Head Office at any time on request and at the end of an appointment.

**TERMINATION**

* 1. If you no longer wish to be considered for casual work by the Company you should inform Head

Office or your Line Manager as soon as possible.

* 1. The Company may remove your name from its staff database if you are unable to accept an appointment on three consecutive occasions or work for four consecutive weeks.
  2. The Company may terminate this contract immediately by giving notice in writing to you if it reasonably considers that you have committed any serious breach of its terms or committed any act of gross misconduct.
  3. Examples of gross misconduct include dishonesty, theft, fighting, misuse of drugs or alcohol or any other acts or omissions which might bring the Company Into disrepute, Such examples are not exhaustive.

**VARYING TERMS AND CONDITIONS**

16.1. We may monitor our requirement for casual workers from time to time and/or we may vary the terms on which we offer such work. Where we vary the terms on which we are prepared to engage casual workers, we may terminate this contract with immediate effect by giving notice in writing to you and we may, at Our absolute discretion, offer you a new contract for casual work.

**ENTIRE AGREEMENT**

17.1. This contract is intended to fully reflect the intentions and expectations of both parties as to our future relationship and in the event of any dispute regarding your engagement as a casual worker by us, this contract shall be regarded as a true, accurate and complete record of the terms on which we have agreed to enter into: a casual work relationship. Any changes to this contract will only be valid where they are recorded in writing and signed by both parties. You confirm that you have read and understood the contents of this contract

**GOVERNING LAW**

18.1. This Contract will be governed by Scottish law.

SIGNED:

PRINT NAME:

DATE: